

Prepared By *Dr*
Harkany Shainberg
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Memphis TN 38119
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10/31/08 9:12:02 *SS*
BK 596 PG 716
DESOTO COUNTY, MS *ml*
W.E. DAVIS, CH CLERK

DETENTION AREA EASEMENT, SEWER EASEMENT AND AGREEMENT

This Detention Area Easement, Sewer Easement and Agreement is made and entered into this 28 day of October, 2008 by and between Goodman-55, Ltd. A Tennessee limited partnership, hereinafter referred to as First Party, and South Haven Lodging LLC, a Florida limited liability company, hereinafter referred to as Second Party,

WITNESSETH:

WHEREAS, concurrent with the execution of this instrument First Party has conveyed to Second Party Lot 4D Final Plat Goodman/I-55 Subdivision Lot 4A Replat in Section 25, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi as shown by plat appearing of record in Plat Book 107, Page 48 in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, First Party retains ownership of Lot 4A in said subdivision which lies immediately north of and adjacent to Lot 4D; and

WHEREAS, it is contemplated that Lot 4D will be developed as a Cambria Suites Hotel and the conceptual preliminary layout provides for a detention area which will be constructed in an area between the north side of the building and the north property line of Lot 4D; and

WHEREAS, the parties hereto have reached certain agreements relative to allowing First Party to utilize said Detention Area in connection with the future development of Lot 4A provided certain conditions and restrictions are met by First Party in order to utilize the Detention Area on Lot 4A as developed; and

WHEREAS, there is an existing 10 foot wide sanitary sewer easement that terminates on Lot 4A which Second Party needs to tie into and extend to the north line of Lot 4D for the express purpose of providing sewer service to the Cambria Hotel and First Party has consented to the extension of the line to the north property line of Lot 4D providing certain conditions are met; and

WHEREAS, the parties hereto wish to reduce this agreement to writing in recordable form.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements and covenants of the parties hereto and other good and valuable considerations, flowing to each of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows, to-wit:

1. The parties acknowledge that the preliminary layout showing the detention area as the crosshatched shown on **Exhibit "A"** to this instrument is a conceptual plan only and the exact size and location of the Detention Area shall be determined by the final construction plans which are yet to be finalized. Second Party has agreed that First Party in connection with the development of Lot 4A may utilize the Detention Area located on Lot 4D provided the following criteria are met and satisfied at the expense of First Party, to-wit:

Harkany
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- (i) First Party obtaining any and all required approvals as to the use of said Detention Area from governmental authorities; and
- (ii) First Party's use of the Detention Area must be approved by Second Party's engineers who will make a determination that the use of said Detention Area by First Party shall not adversely affect Second Party's utilization of the area for its Detention Area and shall not adversely affect Second Party's development on the property;
- (iii) First Party shall be responsible for payment of all costs incurred in connection with tying into the Detention Area and agrees to promptly repair any damage and restore the damaged area to its prior condition at the expense of First Party.

2. Attached hereto as **Exhibit "B"** is a copy of the recorded plat which shows the sewer easement across Lot 4A and the approximate area where Second Party contemplates extending the existing line to the north line of Lot 4D. First Party hereby consents to the extension of the line and grants to Second Party an easement for the extension of the easement as is shown on Exhibit "B", together with temporary construction easements reasonably necessary to construct and extend said sewer line to the north property line of Lot 4D, and if necessary, a reasonable easement to maintain or repair said sewer line, subject to the following conditions, to-wit:

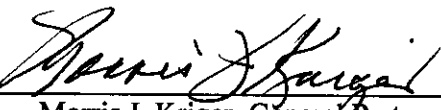
- (i) All costs of extension shall be borne by Second Party and/or the City of Southaven;
- (ii) Second Party being responsible for restoring the area where the sewer line is extended from its present termination point to the north line of Lot 4D.

The parties further agree that this instrument shall be recorded in the deed records in the office of the Chancery Clerk of DeSoto County, Mississippi and further that this instrument constitutes easements and covenants that run with the land and shall be binding upon the heirs, successors, or assigns of both parties.

WITNESS OUR SIGNATURES this the 28 day of October, 2008.

GOODMAN-55 Ltd.

By: 
Ronald M. Harkavy, General Partner

By: 
Morris J. Kriger, General Partner

SOUTH HAVEN LODGING LLC

By: 
 NIKHIL S. DESAI, President

STATE OF TENNESSEE


COUNTY OF SHELBY

THIS DAY PERSONALLY appeared before me, the undersigned authority in and for the said state and county aforesaid, the within named Ronald M. Harkavy, who acknowledged that he a General Partner of Goodman-55, Ltd. and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized to do so.

Given under my hand and official seal this the 28 day of October 2008.

(Seal)




 Notary Public

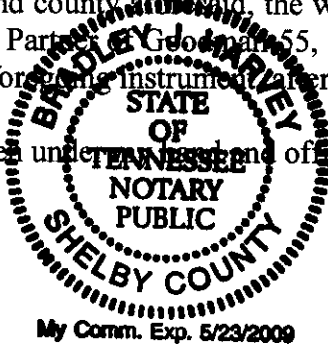
STATE OF TENNESSEE

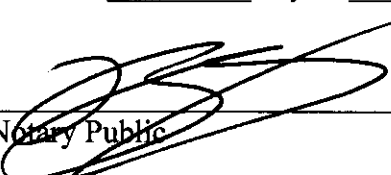
COUNTY OF SHELBY

THIS DAY PERSONALLY appeared before me, the undersigned authority in and for the said state and county aforesaid, the within named Morris J. Kriger, who acknowledged that he a the General Partner of Goodman-55, Ltd. and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized to do so.

Given under my hand and official seal this the 28 day of October 2008.

(Seal)





 Notary Public

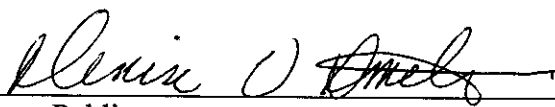
STATE OF FLORIDA

COUNTY OF SEMINOLE


THIS DAY PERSONALLY appeared before me, the undersigned authority at law in and for the state and county aforesaid, the within named Nikhil S. Desai, who acknowledged that he is the President of South Haven Lodging LLC, a Florida limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.

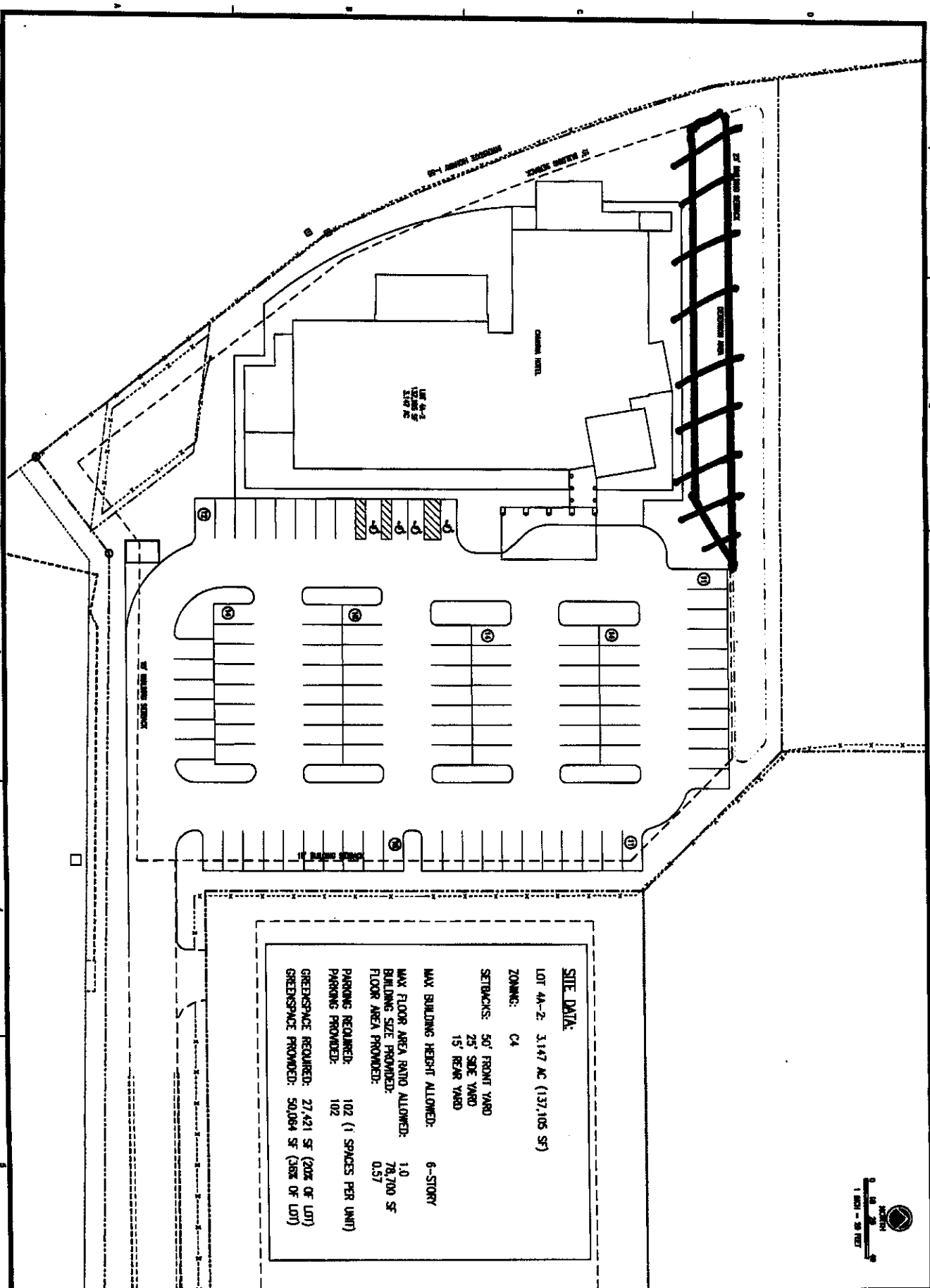
Given under my hand and official seal this the 27th day of OCTOBER, 2008.

(Seal) NOTARY PUBLIC-STATE OF FLORIDA
 Denise V. Smeltzer
Commission # DD544243
Expires: APR. 29, 2010
Bonded Thru Atlantic Surety Co., Inc.



Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
 Denise V. Smeltzer
Commission # DD544243
Expires: APR. 29, 2010
Bonded Thru Atlantic Surety Co., Inc.



**CAMBRIA HOTEL
PRELIMINARY LAYOUT
SOUTHAVEN, MS**

Exhibit
-1A-



PROJECT #	2300250
DATE	APRIL 21, 2008
ISSUED BY	AA
REVIEWER	UN
CHECKED BY	UN

